

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING		PAGE 1 of 49	
2. CONTRACT NO.		3. SOLICITATION NO. DTFAAC-11-R-04888		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5. DATE ISSUED 3 June 2011	
				6. REQUISITION/PURCHASE NO.. (FAA Internal Use Only)			
7. ISSUED BY: <b>FAA, Aviation, Medical, &amp; Training Division (AMQ-310)</b> <b>6500 South MacArthur Boulevard, MPB Bldg, Rm 377</b> <b>P.O. Box 25082</b> <b>Oklahoma City, OK 73125</b>				8. ADDRESS OFFER TO (If other than Block 7) <b>FAA, MMAC</b> <b>Multi-Purpose Building Room 313</b> <b>6500 South MacArthur Boulevard</b> <b>Oklahoma City, OK 73169</b>			
<b>8a. SOLICITATION Aerospace Medical Certification Support Services</b>							
9. Offers in original and <u>see section L</u> copies for furnishing the supplies or services in the Schedule will be received at the place in the depository Item 8, or if hand-carried located in <u>Room 313, Multi-Purpose Building</u> until <u>3:30 pm</u> local time <u>15 Jul 11</u> (Hour) (Date)							
<b>CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offerors are subject to all terms and conditions contained in this solicitation.</b>							
10. FOR INFORMATION CALL:		A. NAME John Hawk, john.hawk@faa.gov		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-5102			
<b>11. TABLE OF CONTENTS</b>							
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	28
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<b>OFFER (must be fully completed by Offeror)</b>							
12. In compliance with the above, the undersigned agree, if this offer is accepted within _ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A.. NAME AND ADDRESS OF OFFEROR				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION DATA			
22. RESERVED				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (if other than item 7) <b>FAA, AMT Contract Management Team (AMQ-340)</b> <b>6500 South MacArthur Boulevard, MPB, Rm 313</b> <b>P.O. Box 25082</b> <b>Oklahoma City, OK 73125</b>				25. PAYMENT WILL BE MADE BY <b>FAA, Financial Operations Division (AMZ-100)</b> <b>6500 South MacArthur Boulevard</b> <b>P.O. Box 25082</b> <b>Oklahoma City, OK 73125</b>			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	

**PART I - SECTION B  
SUPPLIES/SERVICES & PRICE/COST**

**SECTION B** -- The contractor shall provide Aerospace Medical Certification Support Services for the Civil Aerospace Medical Certification Division (AAM-300) located in the CAMI Building at the Mike Monroney Aeronautical Center in Oklahoma City, Oklahoma. This contract provides administrative and management staff that understand Aerospace Medicine Terminology and Aerospace Medical Certification Qualifications Requirements and Processes and are able to provide the support services required by the Statement of Work (SOW).

<b>BASE YEAR</b> (1 Nov 2011 – 31 Oct 2012)
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<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
0001	Program Management and Onsite Supervision provided in accordance with the Aerospace Medical Certification Support Services SOW dated 19 May 2011.	12	Month	\$ _____ (FFP)	\$ _____
0002	General Labor provided in accordance with the Aerospace Medical Certification Support Services SOW dated 19 May 2011.				\$ _____ CLIN TOTAL

CLIN shall be invoiced monthly and be based on the total number of hours used during the period for each labor category and billed at the hourly rates shown below.

<u>Labor Category</u>			<u>Per Hour</u>	
Aeromedical Examiner Level II	1,840	hr	\$ _____	\$ _____
Administrative Assistant Level II	7,360	hr	\$ _____	\$ _____
Administrative Assistant Level IV	1,840	hr	\$ _____	\$ _____
Inspector Level III	62,560	hr	\$ _____	\$ _____
Inspector Level I	20,240	hr	\$ _____	\$ _____
Training Program Assistant	1,840	hr	\$ _____	\$ _____

0003	Over and Above – Additional services required to support CAMI and its Medical Certification Division, IAW SOW paragraph C.12	TBD
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<b>OPTION ONE</b> (1 Nov 2012 – 31 Oct 2013)
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0004	Program Management and Onsite Supervision provided in accordance with the Aerospace Medical Certification Support Services SOW dated 19 May 2011.	12	Month	\$ _____ (FFP)	\$ _____
0005	General Labor provided in accordance with the Aerospace Medical Certification Support Services SOW dated 19 May 2011.				\$ _____ CLIN TOTAL

CLIN shall be invoiced monthly and be based on the total number of hours used during the period for each labor category and billed at the hourly rates shown below.

<u>Labor Category</u>			<u>Per Hour</u>	
Aeromedical Examiner Level II	1,840	hr	\$ _____	\$ _____
Administrative Assistant Level II	7,360	hr	\$ _____	\$ _____
Administrative Assistant Level IV	1,840	hr	\$ _____	\$ _____
Inspector Level III	62,560	hr	\$ _____	\$ _____
Inspector Level I	20,240	hr	\$ _____	\$ _____
Training Program Assistant	1,840	hr	\$ _____	\$ _____

0006 Over and Above – Additional services required to support CAMI and its Medical Certification Division, IAW SOW paragraph C.12 TBD

<p align="center"><b><u>OPTION TWO</u></b> (1 Nov 2013 – 31 Oct 2014)</p>
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0007 Program Management and Onsite Supervision provided in accordance with the Aerospace Medical Certification Support Services SOW dated 19 May 2011. 12 Month \$ \_\_\_\_\_ (FFP) \$ \_\_\_\_\_

0008 General Labor provided in accordance with the Aerospace Medical Certification Support Services SOW dated 19 May 2011. \$ \_\_\_\_\_  
CLIN TOTAL

CLIN shall be invoiced monthly and be based on the total number of hours used during the period for each labor category and billed at the hourly rates shown below.

<u>Labor Category</u>			<u>Per Hour</u>	
Aeromedical Examiner Level II	1,840	hr	\$ _____	\$ _____
Administrative Assistant Level II	7,360	hr	\$ _____	\$ _____
Administrative Assistant Level IV	1,840	hr	\$ _____	\$ _____
Inspector Level III	62,560	hr	\$ _____	\$ _____
Inspector Level I	20,240	hr	\$ _____	\$ _____
Training Program Assistant	1,840	hr	\$ _____	\$ _____

0009 Over and Above – Additional services required to support CAMI and its Medical Certification Division, IAW SOW paragraph C.12 TBD

## **PART I - SECTION C SCOPE OF WORK**

### **C.1 Scope of Work**

The contractor shall furnish all required labor, management, supervision, and other items or services necessary to support the Aerospace Medical Certification Division with non-personnal services in support of the airman medical certification process in accordance with the attached Statement of Work (SOW) identified in Part III – Section J, List of Attachments.

### **C.2 Emergency Situations and Exercises during Contract Performance (SEP 2001)**

**CLA.4548**

- (a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.
- (b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.
- (c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.
- (d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

## **PART I - SECTION D PACKAGING AND MARKING**

----- N/A -----

## **PART I - SECTION E INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)**

**CLA.1908**

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services-- Both Fixed-Price & Cost Reimbursement" (AMS 3.10.4-4).

### **3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.4-1 Contractor Inspection Requirements (April 1996)**
- 3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)**
- 3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)**

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 AUTHORIZED PERFORMANCE (JAN 1997)**

**CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**3.8.2-22 Substitution or Addition Of Personnel (October 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 180 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 45 days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

**NOTICE:** The following clauses and/or provisions are hereby incorporated by reference in accordance with Clause 3.1-1 found in Part I – Section E.

<b>3.10.1-9</b>	<b>Stop-Work Order (October 1996)</b>
<b>3.10.1-24</b>	<b>Notice of Delay (February 2009)</b>
<b>3.11-34</b>	<b>F.O.B. Destination (April 1999)</b>

**PART I - SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 OPTION TO EXTEND SERVICES (JAN 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)**

**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) One copies to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center  
CAMI Aerospace Medical Certification Div. AAM-300/COTR  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

**G.3 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (JAN 1997)**

**CLA.1401**

Within 1 calendar days after award of contract the Government-owned property listed below will be furnished to the contractor for use in the performance of this contract.

<u>Identification</u> <u>Number</u>	<u>Description</u>	<u>Acquisition</u> <u>Quantity</u>	<u>Cost</u>
See Statement of Work			

**G.4 INCREMENTAL FUNDING (JAN 1997)**

**CLA.2604**

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

**G.5 GOVERNMENT PROPERTY REPORTS (JAN 1997)**

**CLA.4528**

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

**NOTICE:** The following clauses and/or provisions are hereby incorporated by reference in accordance with Clause 3.1-1 found in Part I – Section E.

**G.6 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006)**

**CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

**G.7 WAIVER OF WITHHOLDING (SEP 2001)**

**CLA.4546**

Funds shall not be withheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

**G.8 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002)**  
**CLA.4550**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

**NOTICE:** The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section I, Clause 3.1-1.

**3.10.1-22 Contracting Officer's Technical Representative (January 2008)**

## PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 DISSEMINATION OF CONTRACT INFORMATION

The contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer

### H.2 Environmental, Safety and Health (April 2010)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:

*“The Mike Monroney Aeronautical Center is fully committed to the Administrator’s Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:*

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

*Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment.”*

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC’s environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing. This training is available on-line at:  
[https://employees.faa.gov/org/centers/mmac/employee\\_services/saf/training/index.cfm?training=mandatory\\_training](https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training).

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC EMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:



*“The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:*

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks, and implements controls*
- *Prevents injury and illness*
- *Establishes safety and health metrics*

*Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and, visitors.”*

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC’s occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:

[https://employees.faa.gov/org/centers/mmac/employee\\_services/saf/training/index.cfm?training=mandatory\\_training](https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training)

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC OSHMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer’s Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.  
(End of Clause)

**H.3 DIRECT HOURLY LABOR RATE (JAN 1997)****CLA.0125**

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

**NOTE:**

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

**EXAMPLE**

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours Dollars</u>	<u>Total Labor</u>
Contract Skill I	Employee A - \$22.00		100	\$ 2,200.00
	Employee B - \$20.00		100	2,000.00
	Employee C - \$19.00		100	1,900.00
	Employee D - \$19.50		<u>100</u>	<u>1,950.00</u>
Invoice Total		400	\$ 8,050.00	
Previous Totals (All other invoices)			<u>4,000</u>	<u>79,950.00</u>
Cumulative Total			<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average:  $\$88,000 / 4,400 \text{ hours} = \$20.00$

Cumulative Amount Billed:  $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00		100	\$ 1,800.00
	Employee H - \$19.00		100	1,900.00
	Employee J - \$18.50		<u>100</u>	<u>1,850.00</u>
Invoice Total		300	\$ 5,550.00	
Previous Totals (All other invoices)			<u>4,000</u>	<u>74,400.00</u>
Cumulative Total			<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average  $\$79,950 / 4,300 \text{ hours} = \$18.59$

Cumulative Amount Billed:  $\$32.00 \times 4,300 \text{ hours} = \$137,600$

## Final Billing Adjustment

### Skill I

Wage ratio 93% (\$20.00/\$21.50), Variance 7% (100%-93%),  
Adjustment 5% (98%-93%)  
Credit to Government \$8,360 (\$167,200 x 5%)

### Skill II

Wage ratio 99% (\$18.59/\$18.75), Variance 1% (100%-99%),  
Adjustment 0% (98%-99%)  
Credit to Government \$-0- (\$137,600 x 0%)

## **H.4 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997) CLA.1051**

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

## **H.5 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

## **H.6 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

## **H.7 PERSONNEL AND SUPERVISION (OCTOBER 2006) CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.8 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK  
(SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**3.8.2-17 Key Personnel and Facilities (July 1996)**

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
- (d) The key personnel and/or facilities under this contract are:

On-site Supervisor \_\_\_\_\_  
Aeromedical Examiner \_\_\_\_\_  
Training Program Assistant \_\_\_\_\_  
\_\_\_\_\_

[List key personnel and/or facilities]

(End of clause)

**PART II - SECTION I  
CONTRACT CLAUSES**

**NOTICE:** The following clauses and/or provisions are hereby incorporated by reference in accordance with Clause 3.1-1 found in Part I – Section E.

<b>3.1.7-2</b>	<b>Organizational Conflicts of Interest (August 1997)</b>
<b>3.1.8-1</b>	<b>Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (October 2009)</b>
<b>3.1.8-2</b>	<b>Price or Fee Adjustment for Illegal or Improper Activity (April 2010)</b>
<b>3.2.2.3-8</b>	<b>Audit and Records (July 2010)</b>
<b>3.2.2.3-25</b>	<b>Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)</b>
<b>3.2.2.3-27</b>	<b>Subcontractor Cost or Pricing Data (July 2004)</b>
<b>3.2.2.3-30</b>	<b>Termination of Defined Benefit Pension Plans (July 2004)</b>
<b>3.2.2.3-32</b>	<b>Waiving Facilities Capital Cost of Money (July 2004)</b>
<b>3.2.2.3-33</b>	<b>Order of Precedence (February 2009)</b>
<b>3.2.2.3-36</b>	<b>Reversing or Adjusting of Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)</b>
<b>3.2.2.7-6</b>	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)</b>
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements (April 2008)</b>
<b>3.2.4-34</b>	<b>Option to Extend Services (April 1996)</b>
<b>3.2.5-1</b>	<b>Officials Not to Benefit (April 1996)</b>
<b>3.2.5-3</b>	<b>Gratuities or Gifts (January 1999)</b>
<b>3.2.5-4</b>	<b>Contingent Fees (October 1996)</b>
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures (October 2010)</b>
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees (April 1996)</b>
<b>3.2.5-13</b>	<b>Contractor Code of Business Ethics and Conduct (April 2010)</b>
<b>3.2.5-14</b>	<b>Display of Hotline Poster(s) (April 2008)</b>
<b>3.3.1-1</b>	<b>Payments (April 1996)</b>
<b>3.3.1-5</b>	<b>Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)</b>
<b>3.3.1-5 Alternate II</b>	<b>Payments under Time-and-Materials and Labor-Hour Contracts Alternate II (October 1996)</b>
<b>3.3.1-6</b>	<b>Discounts for Prompt Payment (April 1996)</b>
<b>3.3.1-8</b>	<b>Extras (April 1996)</b>
<b>3.3.1-10</b>	<b>Availability of Funds (April 1996)</b>
<b>3.3.1-15</b>	<b>Assignment of Claims (April 1996)</b>
<b>3.3.1-17</b>	<b>Prompt Payment (September 2009)</b>
<b>3.3.1-34</b>	<b>Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)</b>
<b>3.3.2-1</b>	<b>FAA Cost Principles (October 1996)</b>
<b>3.4.1-10</b>	<b>Insurance - Work on a Government Installation (July 1996)</b>
<b>3.4.1-12</b>	<b>Insurance (July 1996)</b>
<b>3.4.1-13</b>	<b>Errors and Omissions (July 1996)</b>
<b>3.4.2-6</b>	<b>Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)</b>
<b>3.4.2-8</b>	<b>Federal, State, and Local Taxes - Fixed Price Contract (April 1996)</b>
<b>3.5-1</b>	<b>Authorization and Consent (January 2009)</b>
<b>3.5-2</b>	<b>Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)</b>
<b>3.5-16</b>	<b>Rights in Data - Special Works (January 2009)</b>
<b>3.6.1-3</b>	<b>Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)</b>
<b>3.6.1-7</b>	<b>Limitations on Subcontracting (July 2008)</b>
<b>3.6.1-15</b>	<b>Post-Award Small Business Program Rerepresentation (April 2011)</b>
<b>3.6.2-2</b>	<b>Convict Labor (April 1996)</b>
<b>3.6.2-9</b>	<b>Equal Opportunity (August 1998)</b>
<b>3.6.2-12</b>	<b>Equal Opportunity for Veterans (February 2011)</b>
<b>3.6.2-13</b>	<b>Affirmative Action for Workers With Disabilities (October 2010)</b>
<b>3.6.2-16</b>	<b>Notice to the Government of Labor Disputes (April 1996)</b>
<b>3.6.2-28</b>	<b>Service Contract Act of 1965, as Amended (October 2010)</b>
<b>3.6.2-30</b>	<b>Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)</b>
<b>3.6.2-35</b>	<b>Prevention of Sexual Harassment (August 1998)</b>

3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-13	Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-11	Toxic Chemical Release Reporting (April 2008)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.7-1	Privacy Act Notification (October 1996)
3.7-2	Privacy Act (October 1996)
3.8.2-9	Site Visit (April 1996)
3.8.2-10	Protection of Government Buildings, Equipment, and Vegetation (April 1996)
3.8.2-11	Continuity of Services (October 2008)
3.9.1-1	Contract Disputes (September 2009)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-12	Changes - Fixed-Price (April 1996)
3.10.1-12	Alternate I Changes - Fixed-Price Alternate I (April 1996)
3.10.1-14	Changes - Time and Materials or Labor Hours (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
3.10.2-5	Competition in Subcontracting (January 1998)
3.10.3-1	Definitions (April 2004)
3.10.3-2	Government Property - Basic Clause (April 2004)
3.10.3-2	Alternate II Government Property - Basic Clause Alternate I (April 2004)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) October 1996)
3.10.6-3	Termination (Cost-Reimbursement) (October 1996)
3.10.6-3	Alternate IV Termination (Cost-Reimbursement) Alternate IV (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.10.6-7	Excusable Delays (October 1996)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.13-10	Contractor Attendance at FAA Sponsored Training (January 2003)
3.13-11	Plain Language (July 2006)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (February 2011)
3.13-14	Reporting Executive Compensation and First-Tier Subcontract Awards (April 2011)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)
3.14-5	Sensitive Unclassified Information (SUI) (July 2008)

## **I.1 CEILING PRICE (JAN 1997)**

**CLA.0120**

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

## **I.2 REQUIREMENT FOR MINIMUM WAGES (JAN 1997)**

**CLA.1207**

Although the Service Contract Act of 1965, as amended, requires that each service employee employed in the performance of this contract be paid not less than the minimum monetary wages specified in the wage determination attached to this contract, the contractor agrees to pay each service employee employed in the performance of this contract no less than the monetary wages mutually agreed to as follows:

<b><u>CLASSIFICATION</u></b>	<b><u>MONETARY WAGES PER HOUR</u></b>
Supervisory IV	\$ _____
Aeromedical Examiner Level II	\$ _____
Administrative Assistant Level II	\$ _____
Administrative Assistant Level IV	\$ _____
Inspector Level III	\$ _____
Inspector Level I	\$ _____
Training Program Assistant	\$ _____

### **I.3 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)**

**CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

### **I.4 LIABILITY INSURANCE (JAN 1997)**

**CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

Contracting Officer  
Mike Monroney Aeronautical Center  
P. O. Box 25082  
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

#### **3.2.1.5-4 Continuity of Services - Mission Critical Contracts (January 2008)**

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued without interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

***The contractor must maintain and provide the Aerospace Medical Certification Support Services outlined in the SOW.***

(b) National Emergencies or Incidents of National Significance include:

- (1) Outbreak of pandemic influenza or infectious disease;
- (2) Terrorist attack; and
- (3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within **90 days after award**, the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

- (1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;
  - (2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;
  - (3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;
  - (4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;
  - (5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;
  - (6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;
  - (7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;
  - (8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;
  - (9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and
  - (10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of contract performance and operations to their normal state.
- (e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.
  - (f) The Continuity of Contract Performance Plan must be updated as needed.

(End of Clause)

### **3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)**

- (a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.
- (b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:
  - (1) The names of all Subject Individuals who:
    - (i) participated in preparation of proposals for award; or
    - (ii) are planned to be used during performance; or
    - (iii) are used during performance; and
  - (2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:
    - (i) the award; or
    - (ii) their retention by the contractor; and



(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.

(2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

#### **3.2.4-16 Ordering (October 1996)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through the expiration date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### **3.2.4-17 Order Limitations (October 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of \$250.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 125% of the total annual estimate as stated in the Schedule ;

(2) Any order for a combination of items in excess of 125% the total annual estimate as stated in the Schedule ; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### **3.2.4-19 Requirements (October 1996)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period;

provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by any order placed with the ordering period.

(End of clause)

### **3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the term of the existing contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(End of clause)

### **3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)**

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

### **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)**

- (a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.
- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.
- (b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.
- (2) The Offeror will notify the FAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

### **3.6.2-14 Employment Reports on Veterans (February 2011)**

- (a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

- (b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

- (c) Reports shall be submitted no later than September 30 of each year.

- (d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

- (e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

### **3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It Is Not a Wage Determination*

<u>Employee Class Labor Category</u>	<u>Gov't (GS) Equivalent</u>	<u>SCA Applicable</u>
Supervisory IV	GS-8 / Task Supervisor	Exempt
Aeromedical Examiner Level II	GS-7 / Paralegal Assistant	30362
Administrative Assistant Level II	GS-5 / PC Support Technician	14043
Administrative Assistant Level IV	GS-4 / Administrative Assistant	01113
Inspector Level III	GS-3 / Word Processor	01112
Inspector Level I	GS-2 / Clerk III	01111
Training Program Assistant	GS-6 / Educational Technologist	15060

(End of clause)

**3.6.2-40 Nondisplacement of Qualified Workers (April 2009)**

a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will

take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

### **3.6.2-41 Employment Eligibility Verification (September 2009)**

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired

after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

- (i) Enrollment in the E-Verify program; or
  - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

### **3.14-2 Contractor Personnel Suitability Requirements (January 2011)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<b>Supervisory IV</b>	<b>Risk Level 3</b>
<b>Aeromedical Examiner Level II</b>	<b>Risk Level 3</b>
<b>Administrative Assistant Level II</b>	<b>Risk Level 3</b>
<b>Administrative Assistant Level IV</b>	<b>Risk Level 3</b>
<b>Inspector Level III</b>	<b>Risk Level 3</b>
<b>Inspector Level I</b>	<b>Risk Level 3</b>
<b>Training Program Assistant</b>	<b>Risk Level 3</b>

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given



position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

Security & Investigations Division (AMC-700)  
Mike Monroney Aeronautical Center  
P.O. Box 25082  
Oklahoma City, OK 73125

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national

security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

#### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (October 2010)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and AMC-700, Securities and Investigations Division. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the AMC-700, Securities and Investigations Division. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting the Securities and Investigations Division at (405) 954-7965.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

**PART III - SECTION J**

**LIST OF ATTACHMENTS**

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>NO. OF PAGES</u></b>
Attachment 1	Statement of Work (SOW)	11
Attachment 2	Negotiated Direct Hourly Labor Rates	1
Attachment 3	Contract Data Requirements List A001 – A003 (2 pages each)	6
Attachment 4	DOL Wage Determination 2005-2432 rev 14 dated 11/03/2010	10

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1                   Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-3           Affiliated Offerors (July 2004)**
- 3.2.5-2           Independent Price Determination (October 1996)**
- 3.2.5-7           Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)**
- 3.6.3-10          Certification of Toxic Chemical Release Reporting (April 2009)**

**3.2.2.3-2           Minimum Offer Acceptance Period (July 2004)**

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 95 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

**3.2.2.3-10          Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ .  
(country)

(End of provision)

**3.2.2.3-15           Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

(End of provision)

### **3.2.2.3-35 Annual Representations and Certifications (July 2004)**

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated \_\_\_\_\_ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

(End of provision)

### **3.2.2.3-70 Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### **3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently

required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

**In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-5 Certification of Nonsegregated Facilities (February 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



(End of provision)

**3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (February 2011)**

(a) Definition.

"Person"?

(1) Means?

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

**3.8.2-18 Certification of Data (October 1996)**

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. (End of provision)

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**

**CLA.0126**

(1) The North American Industry Classification System (NAICS) code for this acquisition is 518210, for Data Processing, Hosting, and Related Services.

(2) The small business size standard is \$25 Million Dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3 CERTIFICATION OF CONTRACTOR CONFORMANCE TO THE MMAC ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) AND OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM (OSHMS) (APRIL 2010) CLA.4560**

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS/OSHMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS/OSHMS as required by Clause 0090, Environmental, Safety, and Health.

Authorized Representative: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

(End of provision)

## K.4 BUSINESS DECLARATION

- 1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
- 2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_
- 3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_
- 4 a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_
- 
- 7 Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_
- 8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                         |                           |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

### I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_

c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS:**

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP). The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO), John A. Hawk, is the sole point of contact for this acquisition. Address any questions or concerns that you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located on the front page of the SIR/RFP or email john.hawk@faa.gov. **DO NOT CONTACT THE PROGRAM OFFICE AT ANY TIME FOR ANY REASON.** Doing so could put your company at risk to be eliminated from competing.

(c) A **“best value”** source selection will be conducted for the support services contract required to support the Federal Aviation Administration (FAA), Civil Aerospace Medical Institute (CAMI), Aerospace Medical Certification Division’s (AMCD) aerospace medical certification process. Complete written proposal submissions, including one electronic copy on compact disk (CD) of the entire proposal are required. In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be “Best Value to the FAA.”

(e) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors**. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

(g) The Offeror’s proposals must be received by the Government by the date and time specified in this solicitation. Questions regarding the SIR/RFO must be submitted, in writing to the Contracting Officer, via e-mail **NO LESS THAN 10 DAYS** from the due date of the proposals.

**L.2 BUSINESS SIZE RESTRICTION AND COMPETITION CONSIDERATIONS**

This SIR solicits proposals on a competitive basis restricted to certified participants in the Small Business Administration’s (SBA) 8(a) program.

**L.3 PROPOSAL PREPARATION AND SUBMITTAL COSTS**

This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor.

**L.4 ELECTRONIC REFERENCE DOCUMENTS:**

All referenced documents for this solicitation are available on the FAA Contract Opportunities web site at <http://faaco.faa.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

## **L.5 INSTRUCTIONS FOR PREPARATION OF OFFER, FORMAT, AND CONTENT**

- (a) Each offeror shall submit information identified in the volumes below. The data submitted should be complete, concise and relevant to the requirements of the SIR.
- (b) The offer shall consist of three physically separated and detachable volumes, individually titled:
- (1) VOLUME I - SOLICITATION, OFFER AND AWARD DOCUMENTS
  - (2) VOLUME II – TECHNICAL PROPOSAL - Technical proposal shall be submitted in separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. The Technical proposal shall not include prices/costs or any pricing information.
  - (3) VOLUME III - COST/PRICE PROPOSAL
- (c) All proposals, including Volumes I-III, must be received by the date and time specified for receipt of proposals as identified in the Schedule of this solicitation.
- (d) For portions of the work to be performed by a subcontractor, offerors must include in their Technical and Cost/Price proposals supporting documentation describing each subcontractor's qualifications, certifications, and pricing information to support all subcontractor costs.
- (e) To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed, as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered and identified with the date and the solicitation number to the extent practical. Each copy of the proposal shall be labeled on the front identifying offeror name, SIR number, and the proposal copy (e.g. Copy 1 of 4, Technical Proposal).
- (f) Pages are to be typewritten, double spaced, on standard 8 1/2" X 11" letter size paper, no smaller than 12 point type with 1" margins and page numbers at the bottom of each page. Font size is allowed to vary for descriptive inserts, tables and/or foldouts. Two-sided printing will be counted as 2 pages. The technical proposal shall be limited to a total of 45 pages including the transition plan and past performance (page count excludes resumes and the quality control plan). CAUTION: Evaluators shall only read and evaluate the technical proposal up to the 45 page limit as specified.
- (g) A cover letter of transmittal may include a brief summary of the offer or highlight the manner in which the proposal meets or exceeds the requirements of the SIR. Cover letter is not in the page count.
- (h) The required number of copies of each proposal volume, which shall be contained in separate three-ring, loose-leaf binders, is as follows:

Volume	Title	Required Copies
I	Solicitation Documents	Original + 1 copies
II	Technical Proposal	Original + 6 copies
III	Cost/Price Proposal	Original + 1 hard copy + 1 electronic disk containing the pricing spreadsheets with viewable formulas showing the calculations with cell references.

NOTE: 1. COST DATA MUST NOT BE INCLUDED IN VOLUME II.  
2. Offeror shall provide 1 CD copy of the entire proposal including all volumes.

- (i) The original solicitation documents shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized for all other copies of the proposal.
- (j) Offerors are encouraged to submit initial proposals which are complete and comprehensive, and contain the offeror's best terms from a cost or price and technical standpoint, since the Government may award a contract on the basis of initial offers received, without discussion/negotiations.

## **L.6 PREPARATION OF VOLUME I – SOLICITATION DOCUMENTS**

- (a) This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A, Solicitation, Offer and Award (SF33), Blocks 12 through 18; Section B, Supplies

or Services and Prices/Costs; and, Section K, Representations and Certifications, with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in the SIR.

(b) This volume shall contain a copy of the solicitation duly executed (signed) by an official authorized to bind the offeror. All unit and total prices must be completed in Section B.

(c) The FAA may consider offerors who take exception to the terms and conditions of SIR Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers.

## **L.7 PREPARATION OF VOLUME II – TECHNICAL PROPOSAL**

(a) The proposal must be sufficiently detailed to enable technical and program personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the SIR/Statement of Work (SOW), and that the offered concept is valid and practical. Toward this end, the proposals must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements as defined in the SOW.

(b) Statements that the offeror understands, can, or will comply with all statements in the SOW, and statements paraphrasing the SOW requirements or parts thereof are considered insufficient. Phrases, such as “standard parts/procedures will be employed,” or “well-known systems/techniques will be used,” etc., will be considered insufficient.

(c) Content is more important than quantity. Foldouts, manufactures literature, etc. are permitted and tables and charts may also be used to provide information. Proposals are to be neat, legible and orderly. Emphasis should be placed on supplying complete information in the areas that are set forth in Section M.2, Technical Evaluation.

(d) In the Technical proposal, provide your quality control plan and resumes of key personnel. Include name, present position or title and specific technical expertise. Individual resumes are limited to no more than two (2) pages.

(e) Contractors plan for subcontracting if any must be provided with the technical proposal.

(f) The Technical proposal shall be separately tabbed by factor and address the evaluation factors below in the order in which they are presented:

### **FACTOR 1 – Business Approach/Strategy (Technical Understanding and Capability):**

Subfactor 1.1 Technical Knowledge/Personnel: Offeror shall describe its ability to insure they have a complete and comprehensive understanding of the Aerospace Medical Certification (AMC) process, SOW requirements and describe; their approach and processes, qualifications of their key personnel including resumes to insure compliance with AMC requirements listed in paragraph C.1.2 of the SOW and the AVS-QMS quality procedures and guidelines. Proposal should describe in detail the staffing process as well as the personnel policies and procedures to meet the requirements of the SOW.

-- Resumes for key personnel shall be limited to two (2) pages per individual; however, resumes will not be included in the page count. At a minimum, required personnel resumes shall include the following:

- i. Name of key personnel person;
- ii. Proposed Labor Category;
- iii. Role/Responsibility;
- iv. Education (in reverse chronological order with attendance dates, degree(s)/certification(s) received, major field(s) of study); and,
- v. Relevant experience (in reverse chronological order with employer and title of position, starting and ending dates (month/year) and a concise description of experience related to the requirements of their proposed position).

Subfactor 1.2 Timeliness and Contract Administrative Capabilities: Offeror shall describe their plan to provide the support services and maintain familiarization with the aerospace medical certification process. Proposal should describe the offeror’s administrative processes to ensure all required documentation by the SOW is complete and accurate.

Subfactor 1.3 Security/Quality Control: Offeror shall provide a Quality Control Plan and describe how it will handle “Confidential” and “Sensitive” material and describes the inspection, performance and evaluation process that will be used to ensure the services required are provided as specified and deficiencies are corrected in a timely manner. Offeror should address personnel utilization measures and describe staffing adjustments that will be used to ensure requirements are met in a cost effective and efficient manner.

Subfactor 1.4 Transition Plan: Offeror describes their transition plan that will be utilized to insure services are provided without interruption.

## **FACTOR 2 – PAST PERFORMANCE**

(1) The Offeror shall describe their current workload and include documentation for a minimum of three (3) relevant and recent past and present contracts with commercial entities or performed for Federal, state, or local governments within the last three (3) years of similar scope, complexity, and magnitude. Documentation for each contract shall include the following information:

- Agency or entity name
- Project or program title
- Contract number
- Contract type (i.e. firm fixed-price, labor-hour, etc.)
- Contract total value (\$)
- Contract start-completion dates
- Number of employees provided
- Description of work performed
- Client point of contact (POC) information for a minimum of three (3) references including e-mail addresses and telephone numbers

(2) Offerors must explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievements, recognitions, and successes obtained in specific projects or explain past efforts to identify and manage problems that are relevant to the SOW.

(3) Offerors are encouraged to provide points of contact who are willing to complete and return a past performance questionnaire that will be issued by the Contracting Officer. The Government intends to use the POCs as references to validate the accuracy of the past performance. Offerors must submit no less than three (3) valid POC references for each past performance contract reference submitted. Offerors that are submitting proposals under a Teaming Agreement or other similar prime contractor / sub-contractor teaming arrangement must also submit documentation for a minimum of three (3) relevant and recent past and present contracts for each of the proposed sub-contractor(s) in accordance with paragraph (1) above.

(4) Offerors are advised that the government reserves the right to obtain information regarding other contracts or from other information sources not mentioned in the offeror’s proposal but which are believed to be similar in scope, complexity, and magnitude to the proposed effort for this acquisition.

## **L.8 PREPARATION OF VOLUME III – COST/PRICE PROPOSAL**

(a) It is anticipated that price analysis will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data with its proposal. However, if after receipt of offers it is determined that adequate price competition does not exist, uncertified, yet detailed, cost or pricing data may be required by the Contracting Officer. If required, the offeror shall provide the additional cost or pricing data within ten (10) calendar days after the request is made.

(b) Unrealistically low initial or revised submissions, possibly indicating the offeror’s failure to comprehend the contract requirements, may be grounds for elimination from further competition.

(c) Offeror shall provide cost/price information for all CLINs including Option Years in sufficient detail in a spreadsheet format with the costs properly totaled and extended to support offeror's price at a minimum as follows:

- (i) Direct Labor Rates by Labor Category\*
- (ii) Labor Burden and Overhead Rates/Costs
- (iii) Other Direct Costs by Kinds and Quantities (If applicable)
- (iv) Corporate Overhead (General and Administrative Costs)
- (vi) Facilities Capital Cost of Money (If applicable)
- (vii) Profit/Fee

\*include number of labor hours for CLINs 0001, 0004 and 0007

(d) In addition to the number of copies set forth in L.3 above, the offeror shall submit, on a separate CD, a copy of the spreadsheet(s) in excel format including formulas used to develop the cost/pricing information.

#### **L.9 COST INFORMATION (JAN 1997)**

**CLA.0169**

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

#### **L.10 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)**

**CLA.2710**

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

#### **L.11 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)**

**CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

#### **L.12 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)**

**CLA.4551**

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.



- (c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.
- (d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.
- (e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.
- (f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.
- (g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

## **L.13 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

### **3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

<b>3.2.2.3-1</b>	<b>False Statements in Offers (July 2004)</b>
<b>3.2.2.3-6</b>	<b>Submittals in the English Language (July 2004)</b>
<b>3.2.2.3-7</b>	<b>Submittals in U.S. Currency (July 2004)</b>
<b>3.2.2.3-11</b>	<b>Unnecessarily Elaborate Submittals (July 2004)</b>
<b>3.2.2.3-12</b>	<b>Amendments to Screening Information Requests (July 2004)</b>
<b>3.2.2.3-13</b>	<b>Submission of Information/Documentation/Offer (July 2004)</b>
<b>3.2.2.3-14</b>	<b>Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)</b>
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data (July 2004)</b>
<b>3.2.2.3-17</b>	<b>Preparing Offers (July 2004)</b>
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations (February 2009)</b>
<b>3.2.2.3-19</b>	<b>Contract Award (July 2004)</b>
<b>3.2.2.3-31</b>	<b>Facilities Capital Cost of Money (July 2004)</b>
<b>3.13-4</b>	<b>Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)</b>

### **3.2.2.3-20 Electronic Offers (July 2004)**

- (a) The offeror (you) may submit responses to this SIR by the following electronic means electronic offers will not be accepted. Your offer must arrive at the place and by the time specified in the SIR.
  - (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
  - (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
  - (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
  - (e) Send your offer electronically to N/A.
  - (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.
- (End of provision)

### **3.2.2.3-22 Period for Acceptance of Offer (July 2004)**

The offeror (you) agrees that if this offer is accepted within 95 calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

### **3.2.2.3-38 Alternate II Requirements for Certified Cost or Pricing Data or Other Information (July 2010)**

(a) The FAA does not require certified cost or pricing data.

(b) The offeror must provide the following information:

1. In order to assist the Contracting Officer in the determination of price reasonableness, offerors must provide an explanation of the pricing methodology used and/or commercial prices for comparison purposes.

(End of provision)

### **3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of an indefinite delivery/requirements labor-hour type contract resulting from this Screening Information Request.

(End of provision)

### **3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, D.C. 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## **PART IV - SECTION M EVALUATION FACTORS FOR AWARD**

### **M.1 INTRODUCTION**

(a) Proposals may be eliminated if they are determined to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address itself to all elements of the SIR or clearly demonstrates that the offeror does not understand the requirements of the SIR and the proposed costs/prices are not considered reasonable).

(b) Each proposal will be evaluated on the basis of its written submissions, including cost/price information. Separate technical and cost/price proposals are required as described in Section L.

(c) All offers will be subjected to detailed technical and cost/price evaluations by a team who will rate/assess each in accordance with pre-established evaluation plans.

(d) Technical proposals will be evaluated, rated, and scored in accordance with pre-established evaluation factors. These factors are listed in descending order of importance in M.2.

(e) Cost/price proposals will not be rated or scored but evaluated on the basis of completeness, reasonableness, and realism.

(f) The cost/price evaluation team will not have access to technical proposal during the initial detailed evaluation. Likewise, the technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other team's proposals only as authorized by the Contracting Officer.

(g) The offer that provides the overall best value to the government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. Technical competency is more important than price. However, price will become relatively more important as the difference in technical scores decreases. A determination of overall best value will also include an assessment of risk.

(h) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion and removed from further consideration for award. Any offer found to be grossly deficient will be eliminated before detailed rating of the offer (i.e., the offer does not represent a reasonable effort to address all elements of the SIR and SOW. It clearly demonstrates that the offeror does not understand the requirements of the SIR and SOW and would require an extensive rewrite before it could be considered acceptable for evaluation).

(i) Additional information may be requested from any offeror or the offeror whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

(j) In selecting the best value contractor, the Government may award to a higher-rated, higher-priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Official (SSO) reasonably determines that the technical superiority and/or overall business approach/strategy and/or superior past performance and/or proposal risk of the higher priced offeror outweighs the cost difference. To arrive at a source selection decision, the SSO will integrate the source selection team's evaluations of the factors and components described below. While the Government source selection evaluation team and the SSO will strive for maximum objectivity. The source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

## M.2 TECHNICAL EVALUATION

(a) Selection of a contractor for award will be based on evaluation of the technical proposal according to the factors listed below. These factors are listed in descending order of importance:

Factor 1 – Business Approach/Strategy (Technical Understanding and Capability)

Factor 2 – Past Performance

(b) Factor 1 is more important than Factor 2. All sub-factors within each factor are of equal importance.

(c) Factors will be rated by the evaluation team based on the rating scales shown below. Any offeror whose proposal does not achieve a rating of satisfactory, little or no confidence or better in all factors and sub-factors may be considered technically unacceptable and ineligible for award. Team ratings for each factor will be weighted to establish a score for the technical proposals. Technical rating is more important than price.

**Excellent (4.0):** All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information provided clearly demonstrates that requirements can be met in a manner which far exceeds minimums. Weaknesses are not evident to any degree.

**Good (3.0):** All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information clearly demonstrates that requirements can be met in a manner, which exceeds minimums. Weaknesses, if evident, are insignificant.

**Satisfactory (2.0):** All aspects of the evaluation factor are addressed in a competent and logical fashion. Information indicates that minimum requirements can be met. Any weaknesses will not seriously degrade performance, or can be corrected with reasonable effort.

**Marginal (1.0):** Most aspects of the evaluation factors are addressed. However, information provided does not demonstrate that minimum requirements can be fully met. Weaknesses are significant and will require considerable effort to correct.

**Unsatisfactory (0.0):** Fails to address key aspects of the evaluation factor. Information provided indicates that minimum requirements cannot be met. Proposal demonstrates a lack of understanding of requirements in major areas. Weaknesses are significant and will require major correction(s).

(d) The evaluation factors and criteria are as follow:

### **FACTOR 1: BUSINESS APPROACH/STRATEGY (TECHNICAL UNDERSTANDING AND CAPABILITY):**

The Business Approach/Strategy should demonstrate adequate methodology on how the Offeror will meet the requirements of the AMCD Support Services Contract Statement of Work (SOW). The business approach/strategy should include at a minimum an overall methodology of how the Offeror will organize and manage personnel to meet the workload outlined in the statement of work. The proposal must describe in detail a sound and rational approach to meeting the FAA's requirements and demonstrate a clear understanding of the SOW requirements. The Offeror's proposal should address the following Evaluation Sub-Factors:

#### **Sub-factor 1.1 Technical Knowledge/Personnel:**

- Assessment of the offeror's proposal to insure they have a complete and comprehensive understanding of the Aerospace Medical Certification (AMC) process, SOW requirements and an assessment of their ability to insure compliance with AMC requirements listed in paragraph C.1.2 of the SOW and the AVS-QMS quality procedures and guidelines.

- Assessment of technical qualifications of the offeror's key personnel as described in AMS clause 3.8.2-17 and their experience in providing similar services. Resumes are required at time of proposal submission for key personnel.
- Assessment of the contractor's staffing process including labor skill mix and plan or approach to hire qualified personnel to meet the SOW requirements. Plans should include policies and procedures describing the offerors disciplinary, reward, and recruitment process and plan to hire incumbent employees currently performing this work (if applicable).

#### **Sub-factor 1.2: Timeliness and Contract Administrative Capabilities**

- The proposal sufficiently demonstrates how the offeror will provide the support services to meet the magnitude and complexity of requirements identified in the SOW.
- The proposal describes the offeror's process to maintain familiarization with aerospace medical certification policies and procedures currently in operation and to update all personnel.
- The proposal describes the offeror's process used to track labor hours, accumulating required documentation, invoicing, and submitting monthly reports that summarize the FAA requests for support according to CDRL A001.

#### **Sub-factor 1.3: Security/Quality Control**

- The offeror provides a draft quality control plan that addresses the safeguarding of "Confidential" and "Sensitive" material and describes the inspection and evaluation process that will be used to ensure the services required are provided as specified and deficiencies are corrected in a timely manner.
- The proposal describes the security measures that will be taken to protect the sensitive but unclassified data submitted by pilots seeking medical certification certificates as outlined in SOW Section C.4.1
- The offerors quality plan at a minimum should address a way to measure and document performance and allow for the correction of deficiencies in a timely manner that assures compliance with all SOW requirements.
- The offerors quality plan should identify performance measurements that are used to ensure and document the effective utilization of support personnel and provide for necessary staffing adjustments which are flexible and ensure that all requirements are met in a cost effective and efficient manner.

#### **Sub-factor 1.4: Transition Plan**

- Assessment of the offerors transition plan to insure that support is provided without interruption and requirements of the SOW are fully complied with.

### **FACTOR 2: PAST PERFORMANCE**

Assessment of offeror's past experience and performance on contracts/programs for support services. Assessment of offer's current workload and performance on contracts for similar projects or requirements. Each offeror's past performance will be evaluated and rated using the numerical scoring system for the following Past Performance Evaluation factor and Sub-factors:

- Sub-Factor 2.1 – Relevancy and Experience of Service
- Sub-Factor 2.2 – Quality and Timeliness of Service
- Sub-Factor 2.3 – Cost Control
- Sub-Factor 2.4 – Business Relations – Effective Management
- Sub-Factor 2.5 – Customer Satisfaction
- Sub-Factor 2.6 – Integrity

A distinction is made between past performance and experience. Experience simply means an offeror has “done it.” Past performance represents “how well” an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant as well as comparable in scope and magnitude to that described in the SOW.

The offerors past performance will be evaluated as follows:

- (1) Experience: Relevant past and present contracts performed for federal, state, or local governments or commercial sources within the past three (3) years involving effort of similar complexity. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.
- (2) Specific Content: Aspects of the contracts identified that are deemed relevant to the proposed effort, which may include a discussion of significant achievement or explain past efforts to identify and manage problems. Including any information not previously covered that will enhance the evaluator’s understanding of the proposed operation and qualifications.
- (3) Relevancy: Effective evaluation will involve an initial determination of relevancy. A relevancy determination of an offeror's current/past performance and experience will include, as applicable the extent of its subcontractor(s)/teaming partner(s). The FAA may use the data provided by other sources in assessing risk associated with past performance and experience.

The following criteria may assist in the Evaluation Team's determination of relevancy.

- Very Relevant - Involved the magnitude of effort and complexities that are essentially what the SIR requires and are currently ongoing or were completed within the last three years. Relevancy will also be looked at in terms of Contract Value being > \$1M, > 40 employees.
- Relevant - Involved less magnitude of complexities, including most of what this SIR requires and was completed within the last three years. Relevancy will also be looked at in terms of Contract value being > \$1M, > 20 but < 40 employees.
- Semi-Relevant - Involved much less magnitude of effort and complexities, including some of what this SIR requires and was completed within the last three years. Relevancy will also be looked at in terms of Contract value being > \$500K but < \$1M, < 20 employees.
- Non-Relevant - Did not involve any aspects of the above. Relevancy will also be looked at in terms of Contract value being < \$500K, < 20 employees.

NOTE: Relevance to SIR requirements is considered more important than dollar value to employee ratio.

The Evaluation Team may use both the information provided in the offeror’s Past Performance proposal volume and information obtained from other sources, such as the Contractor Performance System (CPS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources.

Questionnaires will be sent to the points of contact for the contracts and past performance information being assessed. The questionnaire will address performance in the following Sub-factors: quality/timeliness of service, cost control, business relations –effective management, customer satisfaction and integrity.

The assessment process will result in a consensus score correlating to an overall performance confidence assessment of “High Confidence”, “Satisfactory Confidence”, “Unknown Confidence”, “Little Confidence”, or “No Confidence.” The numerical ratings must support the following described assumptions:

Rating	Description
4	HIGH CONFIDENCE Based on the offeror’s performance record, the government has high confidence the offeror will successfully perform the required effort.
3	SATISFACTORY CONFIDENCE Based on the offeror’s performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
2	UNKNOWN CONFIDENCE No performance record is identifiable.
1	LITTLE CONFIDENCE Based on the offeror’s performance record, substantial doubt exists that the offeror will successfully perform the required effort.
0	NO CONFIDENCE

### **M.3 Cost/Price Assessment and Evaluation**

- (a) Total Cost/Price Evaluation: Proposals (whether initial or revised submissions) which are unreasonably low may be eliminated from further competition on the grounds of the Offeror's failure to comprehend contract requirements. A summation of the CLIN total price (unit price \* quantity), and government estimated CLIN(s) (where provided) should be calculated by the offeror to arrive at the total annual price, and total option year price(s). Evaluation of options shall not obligate the Government to exercise the option(s). The Government may determine that an offer is unacceptable if prices are significantly unbalanced or if the Program Management or Labor Categories backup documentation is not broken out as outlined in the SIR/RFO.
- (b) The separate price/cost proposals in support of all items identified in Section B will be reviewed for completeness of data, reasonableness of allocation, realism of cost, realistic information and balanced pricing. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

### **M.4 Proposal Risk Assessment**

- (a) The FAA will assess each proposal based upon perceived risks to the FAA associated with the offer, to include, but not be limited to, the areas of past performance and experience, technical/management competence, program transition /phase-in and understanding of the work requirements, and reasonableness of offered prices to ensure satisfactory performance of any resultant contract for the required services. This Proposal Risk Assessment will also include the consideration of the level of effort by the contractor and the anticipated level of Government monitoring in order to minimize any difficulties during contract performance as identified through the Government’s evaluation of the proposal.
- (b) A confidence level rating system will be used for the assessment of Proposal Risk as shown as follows:
  - Low Risk: The offeror’s proposed approach, proposal strengths, past performance, and proposed cost/price indicate a low risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.



- Moderate Risk: The offeror's proposed approach, proposal strengths and weaknesses, past performance, and proposed cost/price indicate a moderate risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

- High Risk: The offeror's proposed approach, proposal weaknesses, past performance, and proposed cost/price indicate a high and potentially unacceptable risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

#### **M.5 Selection Decision**

- (a) The SSO will select for contract award the offeror's proposal that in the judgment of the SSO provides the best value to the Government in consideration of the technical merit, performance risk, cost/price, and proposal risk of the competing proposals. The Government reserves the right to award the contract to an offeror submitting other than the lowest priced proposal.

#### **M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)**

**CLA.0250**

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

#### **3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.4-31 Evaluation of Options (April 1996)**

**3.3.1-30 Progress Payments Not Included (November 1997)**